

Mark H. Luttrell, Jr. Mayor

Request for Proposal Shelby County Government Purchasing Department

160 N. Main, Suite 900 Memphis, TN 38103

Issued: February 26, 2016

<u>Due: March 11, 2016 no later than 4:00 P.M. (Central Standard Time)</u>

RFP # 16-002-49
VIDEO WALL DISPLAY SYSTEM

(Shelby County Office of Preparedness)

Shelby County Government is soliciting written proposals, on a competitive basis from qualified companies to provide a Video Wall Display System to Shelby County Government. This system will be for the Shelby County Office of Preparedness' (SCOP's) Emergency Operations Center (EOC) in Memphis, TN. The Shelby County EOC is a countywide command post that houses the operations staff responsible for monitoring and responding to emergency events 24/7/365. Information regarding this RFP is located on the County's website at www.shelbycountytn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

The proposal, as submitted, should include all rates and information related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government.

Proposals must be received in the office of the Administrator of Purchasing <u>no later than 4:00 p.m. on March 11, 2016</u>. Proposals should be addressed to:

Carla J. Hayes, Buyer
Shelby County Government
Purchasing Department
160 N. Main Street, 9th Floor, Suite 900
Memphis, TN 38103

The package containing one (1) original (clearly identified as original), eight (8) copies and two (2) digital CD's of your proposal must be sealed and marked with the Proposers name and "CONFIDENTIAL, "Video-Wall Display System" RFP # 16-002-49" noted on the outside.

Sincerely,

Carla J. Hayes, BuyerPurchasing Department Shelby County Government

cc: Dale Lane, Director
Lavell Blanchard, Administrator – Office of Preparedness
Mike Brazzell, Preparedness Officer

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ATTACHMENT 1 – References

ATTACHMENT 2 – Price Schedule

Note: Please make sure you pay close attention to Sections 1-5, 9 & 11. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

1. Introduction

Shelby County Office of Preparedness (**SCOP**) is seeking qualified Bidders to provide a video wall system for the **SCOP**'s Emergency Operations Center (EOC) in Memphis, TN. The Shelby County EOC is a countywide command post that houses the operations staff responsible for monitoring and responding to emergency events 24/7/365.

The video wall system will be used by operations staff to display video from cameras located on state roadways, software based maps, GIS applications, national and local news channels, webpages, system performance measures, communication network diagnostics, security video, and weather alerts.

2. Minimum Bidder Requirements

All Bidders must:

- **2.1** Have at least three (3) similar video wall display system installations successfully completed within the past 24 months.
- **2.2** Have participated in the design and or installation of three (3) command and control rooms in the last 48 months.
- **2.3** Be certified reseller/installation integrator certifications for the product lines proposed.
- **2.4** Been in business supplying and integrating video walls and video wall management systems for a minimum of 5 years.
- 2.5 Have an office or service center located within Shelby County.
- **2.6** Ensure all work persons employed by the Bidder performing activities on this project are skilled in the relevant aspects of installation, manufacture, adjustment, and repair of the equipment used by evidence of their licenses, experience and factory or manufacturer certifications.
- **2.7** Respond fully to the pricing schedule (Attachment II)
- **2.8** Demonstrate to the County's satisfaction, prior to award, that it has the financial capability, resources, manpower and equipment to perform the Services effectively.
- **2.9** Meet all requirements for the performance of the Services in accordance with the provisions of this RFP.
- **2.10** For firms located within the boundaries of Shelby County; have a current Shelby County Business License or be considered exempt from the license requirement by the Shelby County Clerk's Office.
- **2.11** Apply and qualify for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration prior to submitting your response.
- **2.12** Adhere to all Title VI requirements and provide proof/documentation if necessary.
- **2.13** Provide a written statement of compliance to Title VI in your response.
- **2.14** Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the "Tennessee Lawful Employment Act (effective date of 1/1/2012). Proof and documentation of employment eligibility must be included with the proposal.
- **2.15** Provide at least three references for similar projects performed for similar organizations in the past 24 months (Attachment 1).

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an "Equal Opportunity Compliance (EOC)" certification number.

If your company does <u>NOT</u> have a vendor number and EOC number you can access the online applications to receive the numbers indicated above at <u>www.shelbycountytn.gov</u>. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Conducting Business with Shelby County". The "Vendor Registration" link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (Applications for a vendor number are accepted online only.)

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

At the top of the home page, click on the links "Department", "E" for the Equal Opportunity Compliance and "Contract Compliance Program". The "Contract Compliance Packet" link is in the middle of the page. Please print the packet and *mail or fax* the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101. *This application can now be submitted online as well.*

If you have any questions regarding the applications or to inquire whether your company is a certified vendor with Shelby County Government, you may contact the Purchasing Department at (901)222-2250 or the EOC Administration Office at (901)222-1100.

3. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

Carla J. Hayes, Buyer Shelby County Government 160 N. Main Street, 9th Floor, Suite 900 Memphis, TN 38103

Respondents requesting additional information or clarification are to contact Ms. Carla J. Hayes in writing at Carla.hayes@shelbycountytn.gov or at the address listed above. Questions should reference the sections of the RFP to which the questions pertain and all contact information for the person submitting the questions. *IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.* the deadline for submitting questions will be Friday, March 4, 2016 by 12:00 p.m. (CST). These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountytn.gov within forty-eight (48) hours of the above cut-off date.

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

4. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than 4:00 PM, March 11, 2016. Facsimile or electronically submitted (e-mailed) proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

5. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified. The dates provided after the RFP closes are approximate and the County reserves the exclusive right to modify these dates in consultation with the successful Proposer.

Request for Proposals Released Friday, February 26, 2016

Written Questions Deadline Friday, March 4, 2016 by 12:00 p.m. (CST)
Proposal Due Date Friday, March 11, 2016 by 4:00 pm (CST)

Notification of Award April 2016

Services to Commence Immediately upon execution of contract

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

6. PROPOSAL CONDITIONS

6.1 Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

6.2 Modifications

The County reserves the right to issue addenda or amendments to this RFP.

6.3 Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

6.4 Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and proposers agree that all costs incurred in developing this RFP are the proposer's responsibility.

a. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

b. Proposal Validity

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

6.5 Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of "Notice of Intent to Award" is issued. Thereafter, proposals will become public information. All proposals and other materials submitted become the property of Shelby County Government.

6.6 LOSB

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.
- (vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

- (viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.
- (ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:
 - a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
 - b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
 - c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
 - d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.
- (x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.
- (xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.
- (xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.
- (xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.
- (xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

7. General Requirements

7.1 Background

Shelby County Office of Preparedness (**SCOP**) is seeking qualified Bidders to provide a video wall system for the **SCOP**'s Emergency Operations Center (EOC) in Memphis, TN. The Shelby County EOC is a countywide command post that houses the operations staff responsible for monitoring and responding to emergency events 24/7/365.

The video wall system will be used by operations staff to display video from cameras located on state roadways, software based maps, GIS applications, national and local news channels, webpages, system performance measures, communication network diagnostics, security video, and weather alerts. The successful Bidder will provide design, procurement of equipment, installation, integration, documentation, testing, training, and maintenance/warranty services for the video wall.

The successful Bidder shall furnish installation, integration, training, equipment, materials, parts, licenses, permits, supplies, and incidentals necessary to construct the Video Wall System. The proposed design for all facets of the video wall construction and installation shall be submitted to the **SCOP**, for review and approval. Video wall design shall be fully configurable to allow for future functionality.

7.2 Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical.

The County intends to select a qualified contractor to provide video wall display system installation and maintenance services as outlined in this RFP.

The successful respondent must be prepared to begin immediately upon receipt of a Notice to Proceed.

7.3 Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP. The County may at any reasonable time, at its expense, make an audit of the Provider's books relative to the Accounts.

7.4 Selection Criteria

Each proposal response will be evaluated on the criteria outlined in the RFP document, see Section 19 and 20. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

7.5 Award of Contract

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The award may go to more than one respondent depending on response

8. PROJECT MANAGEMENT

8.1 Project Manager

The Bidder shall designate a project manager who will have overall, daily responsibility for the project and demonstrate good project management practices while working on the project. This person will be responsible for the project management and coordination with **SCOP** and others as necessary, management of time and resources and documentation. The project manager shall maintain complete

and accurate project records in hard and electronic copy of all activities and any other events relating to the contract.

8.2 Schedule

Bidders shall develop and submit a project schedule based on Critical Path Method (CPM) outlining the anticipated schedule from the time the contract is awarded to the final acceptance of the video wall system.

8.3 Project Kick-Off Meeting

The successful Bidder shall attend and participate in a project kick-off meeting to be held at the **SCOP** EOC facility in Memphis, TN. The **SCOP** will coordinate the scheduling of the meeting with the successful Bidder's Project Manager.

The kick-off meeting will focus on the project requirements, schedule, staffing and coordination necessary for the project implementation. The successful Bidder's key staff is required to attend the kick-off meeting. The successful Bidder shall provide a meeting summary and an updated baseline project schedule based on meeting discussions.

8.4 Progress Meetings

The Successful Bidder shall participate in progress meetings to plan and coordinate project activities, address project requirements and scheduling. The successful Bidder shall provide progress reports which includes the activities performed since the prior meeting and the anticipated tasks to be completed in the next week.

9. VIDEO WALL DISPLAY REQUIREMENTS

9.1 General Requirements

- **9.1.1** The video wall shall be made up of LCD flat panels fitting on a minimum total dimension of 6'-9" high by 12' wide (e.g.: 3 by 3 array of 55" LEDs) with a frameless or minimal border width (no more than one third inch total width between visible areas) mounted on a modular structure secured to the designated wall in the EOC.
- **9.1.2** The video wall system shall be rated for 24/7/365 operations for 50,000 hours.
- **9.1.3** The video wall system shall have an active solution for image persistence and/or image staining.
- **9.1.4** The video wall system shall be capable of dynamically balancing color and brightness between all the display units.
- **9.1.5** The video wall system shall display computer signals (up to 1920x1080), plus Standard Definition (SD) and High Definition (HD) video (up to 1080p).
- **9.1.6** The overall system shall interface with **SCOP**'s existing Harmon 20.3" Modero X-Series G5 Panoramic Table Top Touch Panel. The manufacturers' specification document can be reviewed at http://www.amx.com/productinfo/product/?MXT-2001-PAN
- **9.1.7** The video wall display shall be configured for easily accessible front access for maintenance and troubleshooting. If one or more components are turned off (for troubleshooting or maintenance) the remaining displays of the video wall should continue to operate.
- **9.1.8** The video wall shall have its own cooling/ventilation system.
- **9.1.9** Bidders may propose an alternative video-wall processor and software system generally meeting the specifications outlined in section 10. All costs associated with this option must be identified separately in the pricing schedule.

9.1.10 Bidders may respond to this RFP with two separate proposals – one utilizing the processor identified in 9.1.6 and the other utilizing an alternative product.

9.2 LCD Flat Panel Display

- Furnish commercial grade LCD flat panel displays that meet or exceed the following requirements.
- Rated Lifespan 50,000 hours or greater
- Native Aspect Ratio 16:9
- Screen Size 55 inches diagonal (minimum)
- Bezel Size 2.5mm to 5.8mm (or less)
- Minimum Refresh Rate 60 Hz
- Response Time 12 ms
- Backlight Type Direct LED
- Viewing Angle 178 degrees horizontal/vertical
- Display Colors 1.06 billion
- Contrast Ratio 1400:1 (full field)
- Brightness 500 candelas per square meter
- Maximum Weight 90 pounds
- Digital Signal Inputs Display Port or HDMI or DVI or HDBaseT or SDI or Fiber Optic
- Power 100-240VAC @ 50/60 Hz
- Power Consumption 210 W (max), 120-170 W (typical), 0.5 W (standby)
- Surge Suppression Provide surge protection/suppression for each display

9.3 Structure Requirements

The bidder shall prepare and submit structural design plans and calculations (i.e. weight, airflow, etc.) for a self-standing modular pedestal assembly anchored to the rear wall prior to installation. Bidders are responsible for measuring the actual dimensions prior to designing the structure. No modifications may be made to existing doorways, walls, ducts, floors, and ceilings. The structure shall allow horizontal and vertical adjustments to be made to level the video wall.

9.4 Structure Panels

Approved decorative panels shall be installed to cover all exposed areas of the video wall support structure including the sides. The panels shall be removable with no visible screws on the face of the panel. Fixed acoustical fabric covered panels shall absorb sound. Bidders shall prepare and submit a Panel Layout Plan that includes location and size of decorative panels, type of panel, and available colors and patterns.

9.5 Communication Cabling and Infrastructure

The successful bidder shall be responsible for specifying and integrating all communication cables necessary for complete functionality of the video wall system. Bidders shall submit a cable plan for review and approval by the **SCOP**. The cable plan shall specify cable lengths, cable locations, any extenders used. SCOP will deliver specified cabling to wall-outlets or sub-raised floor.

All cabling shall be concealed below the raised floor, behind panels and walls, and inside console cabinets. For cable runs that transmit video and require extenders, the Bidder shall use fiber optic extenders and fiber optic patch cables to connect inputs and outputs to the processor.

9.6 Electrical

The Bidder shall specify electrical requirements to deliver services to a Bidder provided electrical panel adjacent to the video wall. SCOP will provide services from the breaker panel and ensure all components of the video wall system will be powered by the backup generator in the event of a power outage. One power cable shall be installed from the video wall electrical panel to the UPS panel in the data closet. All electrical cable installed shall be installed in one-inch conduit to ensure no electromagnetic interference with nearby equipment and communication cables.

10. OPTIONAL – VIDEO WALL PROCESSOR /SOFTWARE REQUIREMENTS

- **10.1** Bidders may propose an alternative video wall processor that meets these general requirements.
- **10.1.1** Be rated for 24/7/365 operations.
- **10.1.2** Software shall be capable of dynamically balancing color and brightness between all the display units.
- **10.1.3** Have an active solution for image persistence and/or image staining.
- **10.1.4** Have remote management and configuration capabilities.
- **10.1.5** Allow for third party software systems to execute commands through a documented API or other control interface. Examples of how this API would be used include pushing a video source to a pre-defined location on the wall and the ability to pre-load a video source (buffer) to allow a video source to be seamless transitioned between two feeds without having a "loading" or "buffering" icon be seen by local viewers.
- **10.1.6** Be able to send data from legacy systems and shall support a wide variety of visual inputs including analog video, digital video, web based sources, and local work stations.
- **10.1.7** Provide a complete all digital solution for routing, displaying, and managing visual information on the video wall.

10.1.8 Input and Output Terminals

The processor shall use one or more of the following digital display interfaces to send high definition video and audio from a source device to a display: Display Port, HDMI, DVI, HDBaseT, SDI, or Fiber Optic.

Provide input terminals for:

- Cable/Satellite TV (located in Data Room)
- Security Video Feed (located in Data Room)
- Connection to Video Server
- Audio Input (Optional)

Provide output terminals for:

- 24 Monitors (at minimum)
- Audio Output (optional)

10.1.9 Video Requirements

The processor shall:

- **10.1.9.1** Be able to decode analog video and digital video including H.264 format.
- **10.1.9.2** Reproduce live motion camera images with no dropped frames at 30 fps.
- **10.1.9.3** Display a minimum of 9 simultaneous (expandable to at least 16) video streams.
- **10.1.9.4** Process multiple commands on changing video sources to pre-defined wall locations without noticeable delay. Lag should not be more than a few seconds at most and should not be seen when video sources are being run on every monitor.

10.1.10 Configuration Requirements

10.1.10.1 Layouts on the video wall shall be capable of being customized and saved.

10.1.10.2 Scalable "windows" shall be adjustable by both click & drag, and keyboard entry. The visual sources shall be placed and resized individually anywhere on the wall.

10.1.10.3 Operators shall have viewing and control capability of the video wall at designated **SCOP** operator workstations using one or more of the following methods:

- By client software on the SCOP operators' workstations (which run on Windows operating systems); or
- Untethered mobile devices/iPad's running Apple's latest iOS operating system, Google's
 latest Android operating system, or Microsoft Windows operating system. If this video wall
 control option is selected, devices shall be configured and provided by successful Bidder for
 each workstation.

10.1.10.4 Create user accounts with customizable permission levels for configuration and management of the video wall system.

10.1.11 Software Licenses

Provide all software licenses, license agreement terms and fees as well as any fees required for the processor. The cost of all software, including licenses, should be included in the cost proposal.

11. VIDEO WALL CONSTRUCTION REQUIREMENTS

11.1 Permits and Licenses

The successful Bidder shall be responsible for complying with all applicable local ordinances, codes, and regulations. The successful Contractor shall acquire and properly display, without cost to the **SCOP**, all necessary construction permits and/or licenses.

11.2 Installation

The successful Bidder shall be responsible for all tools, equipment, and materials necessary for installing video wall system components, servers and switches, electrical service, and communications infrastructure. These include hydraulic lift platforms, ladders or other tools necessary to perform the job.

11.3 Wall Finishing

The video wall is to be constructed against an existing solid wall with the dimensions of 7 feet 11 ½ inches in height and 13 feet 2 inches in width.

11.4 Mounting and Cabling

The successful Bidder shall furnish and install all cabling, components, mounting equipment and hardware as required for the complete operable video wall system. The Bidder shall take into account the length of cable needed to make all connections; no additional funds will be approved for longer cable runs or extenders.

11.5 Facility Maintenance

Any existing building structure, ducts, dry wall, paint, floor, or carpet damaged during construction and installation of the video wall shall be repaired and/or replaced by the Contractor at no cost to the **SCOP**. Upon completion of installation of the new video wall system, the Contractor will be required to properly clean the entire construction area.

12. Documentation

12.1 Design Documentation

Bidders shall provide design documentation consisting of design calculations, construction plans, and schematics of the planned video wall system architecture and tie-ins to the electrical system and the **SCOP** equipment room. The design documentation submitted shall adequately address the complete design of all elements of the video wall system. The Bidder shall submit two (2) hard copies and one electronic copy for review and approval.

12.2 Manuals

The successful Bidder shall submit the following types of manuals for the video wall system prior to training:

12.2.1 Installation Manual

This manual shall describe the installation procedures for all components, subassemblies, and assemblies.

12.2.2 User Manual

This manual shall describe how the equipment is to be operated. The user manual shall include control layouts and displays for operating a fully functioning video wall.

12.2.3 Maintenance Manual

This manual shall describe the maintenance procedures for all components, subassemblies, and assemblies. The manual shall include information on preventative maintenance and repairing the equipment, hardware, software, connections, interfaces, and cabling as applicable.

12.2.4 System Documentation Manual

This manual shall describe the overall module and option numbers, give a functional description for each system element, and explain how they function together in a complete operational system. It shall also include detailed specifications prepared by the manufacturer for the products supplied by the Bidder.

12.2.5 Software Manual

This manual shall fully document the system management software including full descriptions of functions, flowcharts, and utilities required to support and configure, as well as listings and associated descriptions for complete operation of software programs. Software manual shall describe the operation of the software, including all the features of the graphical user interface.

13. Testing

13.1 Test Plan

A test plan shall be developed by the Bidder to include the following testing phases. The Bidder shall be responsible for conducting and documenting the test results. The Bidder shall be responsible for the maintenance of all equipment furnished and installed until final acceptance and any unsuitable materials will be replaced by the Bidder at no additional cost to **SCOP**. The test plans shall be submitted to the **SCOP** for review and approval.

13.1.1 Pre-Installation Component Test

Testing all electrical and mechanical components of the video wall system to verify compliance with manufacturer's and RFP requirements. This test plan shall be completed by the successful Bidder and approved by **SCOP** before materials are delivered to the EOC.

13.1.2 System Acceptance Test

Testing the video wall to ensure it is properly installed and the all components function as a system to meet the RFP requirements. This test shall take place after the entire video wall

system is installed at the EOC. This test plan shall be completed by the successful Bidder and approved by **SCOP** a minimum of two weeks before the testing is scheduled.

13.1.3 Final Acceptance

Final acceptance shall be issued upon completion of the system acceptance test period and verifications that all project requirements have been met.

14. Training

14.1 Training Course

The successful Bidder shall prepare a training course for operators of the video wall system. The training course and materials shall be approved by the **SCOP** a minimum of two weeks before the training is scheduled. The training shall cover operation and maintenance of the system hardware, software (where appropriate), and communication infrastructure.

The training session shall be completed within three (3) hours and shall occur within one week of final acceptance of the video wall.

14.2 Training Materials

The successful Bidder shall provide all materials and an instructor for the training. The training material shall be tailored to represent the video wall system and features installed at the EOC. The successful Contractor is responsible to provide two hard copies of the training materials and one electronic copy.

14.3 Training Location

The training location is at the **SCOP** Emergency Operations Center.

15. Maintenance

Bidders shall propose all hardware and software maintenance options, including cost that shall be available after successful deployment of the video wall.

15.1 Software Maintenance (where applicable)

Bidder's shall be responsible to provide and install all firmware and software updates and/or upgrades for the products procured under this contract as part of the maintenance package.

- **15.1.1** The successful Bidder will be provided remote VPN access to the video wall system provided bidder agrees to Shelby County Government's IT Policy and Terms of Use.
- **15.1.2** At a minimum, the successful Bidder shall respond to all software-related problems. Critical and non-critical response options and types of options shall be included in the bid response. If an on-site visit is necessary for resolution, the successful Bidder shall be on-site within 8 business hours of notification.

15.2 Hardware Maintenance

152.1 Servers and Switches (where applicable)

At a minimum, the successful Bidder shall respond to notifications of problems pertaining to the video wall system servers and/or switches within two (2) business hours.

Repair or replacement of malfunctioning servers or switches, with equivalent or above models, shall be accomplished within 8 business hours.

15.2.2 LCD Monitors

At a minimum, the successful Bidder shall respond to notifications of problems pertaining to the video wall LCD monitors within two (2) business hours.

Repair or replacement of malfunctioning monitors shall be accomplished within 8 business hours.

16. Warranties

16.1 Manufacturer

The successful Bidder shall provide all manufacturers' warranty for all hardware provided as part of their video wall solution.

The warranty period shall begin at final acceptance of the video wall system.

Warranty for the optional servers, switches and UPS shall be a minimum of three (3) years.

Monitors shall be a minimum of three (3) years.

16.2 Extended Warranty

If manufacturers' warranty does not meet the 3-year requirement, bidders shall include extended warranty costs in the cost proposal.

17. Scope of Work

The deliverables below are itemized in the Schedule of Prices and shall be defined as below.

17.1 Video Wall Hardware

Includes the cost for furnishing and installing LCD flat panel monitors, structure/mounting system, decorative panels, portable equipment cabinets (if needed), and all communication cables and extenders (if needed) as defined in Section 9. of the RFP.

17.2 Optional - Video Wall Processor

Includes the cost for furnishing and installing processors and servers, switches, and controllers as defined in Section 10.1 of the RFP.

17.3 Optional – Video Wall Software

Includes the cost for furnishing and installing software and software licenses Section 10.1.11 of the RFP.

17.4 Project Management and Integration

Includes the cost for project management, progress meetings, schedule development, design plan submittals, configuring the hardware and software, development of test plans, acceptance testing, and documentation.

17.5 Training

Includes the cost for developing, scheduling, and teaching the training classes for **SCOP** staff and providing training materials to the attendees, as described in Section 14 of the RFP.

17.6 Hardware Maintenance

Shall include the cost of hardware maintenance for a three-year period after manufacturer's warranty expires, as defined in Section 15.2. This will be paid annually at the beginning of each service year.

17.7 Software Maintenance

Shall include the cost of software maintenance as described in Section 15.1, for a three-year period paid annually at the beginning of each service year.

17.8 Hardware Warranty

This item includes the cost to provide a 3-year warranty for the LCD monitors and for all other hardware provided as part of the video wall solution as described in Section 16.1 of the RFP.

17.9 Support

Bidders shall provide all support options for hardware, software and overall video wall system available to the **SCOP** after a successfully installed solution is deployed. Critical and non-critical response options and types of options shall be included in the bid response.

18. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

- 1. <u>Control</u>. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
- 2. <u>Provider's Personnel</u>. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. <u>Independent Status</u>.

- (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider will follow the desires of the County only as to the intended results of the scope of this Contract.
 - (b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.

4. Termination or Abandonment.

- (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:
 - (i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
 - (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
 - (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.
- (b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.
- (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
- (d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- (e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.
- 5. <u>Subcontracting, Assignment or Transfer.</u> Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-contractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
- 6. <u>Conflict Of Interest.</u> The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Provider in connection with any work contemplated or performed relative to this Contract.

- 7. <u>Covenant against Contingent Fees</u>. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
- 8. <u>Employment of County Workers</u>. The Provider will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.
 - (b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.
- 9. <u>Arbitration</u>. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
- 10. <u>General Compliance with Laws</u>. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- (b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA.
- (c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
- 11. <u>Nondiscrimination</u>. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of

such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

- 12. <u>Entire Agreement</u>. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
- 13. <u>Amendment</u>. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
- 14. <u>Severability</u>. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
- 15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
- 16. <u>Matters To Be Disregarded</u>. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
- 17. <u>Subject To Funding</u>. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
- 18. <u>Travel Expenses</u>. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation of Other Documents.

- (a) The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the response of the Provider, thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- (b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
- 20. <u>Contracting With Locally Owned Small Businesses</u>. The Provider shall take affirmative action to utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.
- 21. <u>Incorporation Of Whereas Clauses</u>. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.
- 22. <u>Waiver of Proprietary Interest</u>. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status and Authority.

- (a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
- (b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.
- 24. <u>Warranty</u>. The Provider warrants to County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to

the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. <u>Rights in Data</u>. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

B. INDEMINFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities.

- (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- (b) The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- (c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.
- (d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.
- (e) The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-contractors regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements.

The Provider shall purchase and maintain, in a company or companies authorized to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Provider's operations under the contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Provider or subcontractor may be liable.

The insurance required shall be written for not less than any limits of liability specified below or required by law, whichever is greater. The Provider will maintain throughout the life of this Contract insurance, through insurers rated A+:X or better by A.M. BEST, in the following minimum requirements:

- 1) Commercial General Liability Insurance limit of not less than \$1,000,000 limit per occurrence Premises/Operations/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following
 - a) Premises/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Personal Injury and Advertising Injury Liability
- 2) Business Automobile Liability Insurance limit of not less than \$500,000 per occurrence for property damage and bodily injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3) Workers Compensation and Employers' Liability Insurance Workers Compensation limits as required by Tennessee statute. This policy should include Employers' Liability Coverage with minimum limits of Bodily Injury by Accident \$500,000 each accident; Bodily Injury by Disease \$500,000 policy limit; Bodily Injury by Disease \$500,000 each employee. Provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.
- 4) Professional Liability Errors & Omissions Insurance \$1,000,000 per claim or occurrence/\$2,000,000 annual aggregate.
- 5) Installation Floater All risk coverage in the amount of the contract for the Video Wall Display System.

All policies will provide for 30 days written notice to Shelby County Government of cancellation of coverage provided. Ten (10) days' notice applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will provide immediate notice to Shelby County and evidence of replacement coverage with no lapse.

Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the Provider shall purchase replacement coverage and/or any extended reporting endorsement and furnish evidence of same to the County.

All insurance policies maintained by the Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

Proposers are required to provide evidence of the above insurance coverage with their proposals and shall maintain said insurance during the entire Contract period as well as provide renewal Certificates of Insurance on each anniversary date. The certificate holder is to read:

Shelby County Government Purchasing Department 160 N. Main Street, 9th Floor, Suite 900 Memphis, TN 38103

C. Right to Monitor and Audit

Access to Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

19. PROPOSAL SUBMISSION

19.1 GENERAL

- **19.1.1** All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
- **19.1.2** Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- **19.1.3** Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

Hard copy proposals must be received by <u>no later than 4:00 pm (CST) on March 11, 2016</u>, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.

19.1.4 The Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by the Proposer for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the Proposer from further consideration. Such additional information may include evidence of financial ability to perform.

19.2 PROPOSAL PRESENTATION

19.2.1 One (1) original (clearly identified as original), eight (8) copies and two (2) digital CD's of the proposal are required.

- **19.2.2** The package containing the original and copies must be sealed and marked with the Proposer's name and **"CONFIDENTIAL VIDEO WALL DISPLAY SYSTEM**, **RFP # 16-002-49"** with due date and time indicated.
- **19.2.3** Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
- **19.2.4** Proposals must be verified before submission as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of proposers in preparing their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Provider's proposal.

19.3 PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format. Please download the attachment to this document. The Proposal Response Sheet (required document) should be the first two pages of your written response.

19.3.1 Cover Page – Submit on letterhead stationary signed by a duly authorized officer, employee, or agent of the organization/firm.

19.3.2 Comprehensive Response (This portion of the proposal must address each item listed below)

- 1. Outline of how respondent can meet or exceed the minimum requirements.
- 2. Detail of how the respondent is qualified to provide the services required.
- 3. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).
- 4. Cost and Fees
 - a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-consultant working in conjunction with your organization on the project).
 - b. Explain any assumptions or constraints in a price proposal to perform the services.
 - c. Explain any additional charges or fees in the proposal.
- 5. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the Proposer, including the Respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
- b. A statement of how long the Proposer has provided services similar to the Services requested herein;
- c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material.

e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

6. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;

7. Additional Information

- a. A description of current relevant certifications of the Proposer's technical staff (see Attachment 2).
- b. A description of the current experience level of the Proposer's technical staff (see Attachment 2).
- c. A listing of the low voltage cabling installation and test equipment owned and operated by the Proposer (see Attachment 2).
- d. Any other relevant information about the capabilities of the Proposer deemed to be material (see Attachment 2).

20. PROPOSAL EVALUATION AND SELECTION

20.1 Evaluation Process

All proposals will be initially evaluated to determine if they meet the following minimum requirements: **20.1.1** The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.

20.1.2 Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.

20.2 Technical Review

Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

20.2.1 Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.

20.2.2 All proposals submitted in response to this RFP will be evaluated based on the following criteria:

- **20.2.2.1** Qualifications of personnel.
- **20.2.2.2** Ability to present a clear understanding of the nature and scope of the project.
- 20.2.2.3 Project methodology.
- **20.2.2.4** Previous experience with similar projects.
- **20.2.2.5** Cost to the Shelby County Government as outlined in the budget estimate.

Time frame for completion.

20.3 Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from any respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to

provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and consequently may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.

21. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. The County reserves the right to negotiate any portions of the successful Proposers fees and scope of work or utilize their own resources for such work.

Attachment I Reference Form RFP# 16-002-49

Bidders are required to submit three (3) references for whom similar services have been performed as those requested in this RFP. Shelby County Government may contact any or all of the three references provided to obtain an assessment of providers past performance. For providers with a history of contracting with Shelby County Government, one of the references will be the Shelby County Government agency for who the work was performed. Three attempts will be made to contact each reference.

1.)	Name of Company or Agency:	
	Contact Person:	
	Phone Number:	
	Address:	
	Email Address:	
	Project or service name or	
	identifier:	
2.)	Name of Company or Agency:	
	Contact Person:	
	Phone Number:	
	Address:	
	Email Address:	
	Project or service name or	
	identifier:	
3.)	Name of Company or Agency:	
	Contact Person:	
	Phone Number:	
	Address:	-
	Email Address:	-
	Project or service name or	
	identifier:	

Signature of A	Authorized Represent	tative	

Attachment II Price Sheet RFP# 16-002-49

Provide an item by item description with itemized prices and grand total of bid:

Quantity	Item Description	Unit Price	Extended Price
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Grand Total			\$